## EXHIBIT H

## ADDENDUM TO LEASE AGREEMENT

DATED:

**SEPTEMBER 1, 2019** 

OWNER:

RONIT REALTY LLC

TENANT:

WILLIAMSBURG CLIMBING GYM COMPANY LLC

PREMISES:

58 NORTH 9<sup>TH</sup> STREET, BROOKLYN, NEW YORK, CONSISTING OF APPROXIMATELY 30,598 TOTAL SQ. FT. IN SUBCELLAR, BASEMENT AND LEVEL 1, INCLUDING TERRACES ON LEVEL 1, AS MORE PARTICULARLY SET FORTH ON EXHIBIT A TO LEASE

**AGREEMENT** 

ORIGINAL LEASE

DATED:

November 1, 2018

FIRST AMENDMENT

TO LEASE DATED: September 1, 2019

WHEREAS, by Original Lease dated November 1, 2018 (the "Lease"), Owner Leased the Premises to Tenant, for the rents and on such other terms, covenants and conditions as are more particularly set forth in the Lease; and

WHEREAS, by First Amendment to Lease dated August 14, 2019 (the "1st Amendment to Lease"), Owner and Tenant amended the Lease to include the Mezzanine Space, as defined in the 1st Amendment to Lease, as part of the Lease Premises.

WHEREAS, the Tenant has requested and the Owner has agreed to amend the Lease to provide for a revised rent schedule for the months of September through December 2019 and the 2020 calendar year.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which Owner and Tenant hereby acknowledge, Owner and Tenant, intending to be legally bound, do hereby agree as follows:

- 1. Rent: paragraph 41(b) of the Rider to Lease and the 1<sup>st</sup> Amendment to Lease are hereby amended as follows:
  - (a) For the months of September 2019, October 2019, November 2019 and December 2019, Tenant shall only pay 50% of the Base Monthly Rental installments of \$163,958.00 (i.e.: \$81,979.00).
  - (b) Commencing January 2020 and continuing every month through December 2020, Tenant shall pay the Base Monthly Rental installments due pursuant to the Lease and 1<sup>st</sup> Amendment to Lease together with an additional monthly payment in the amount of \$27,326.33.
- 2. <u>Lease Confirmation:</u> As hereby amended, the Lease, and all of the terms, covenants and conditions and obligations thereof, are hereby ratified and confirmed and shall remain in full force and effect.

3. <u>Counterparts:</u> This First Amendment to Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of such, when taken together, shall constitute one and the same instrument, binding on the parties as if all parties had signed one document on the same signature page, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended or attached to. any other counterpart. The signature of any party on a copy of this First Amendment to Lease forwarded by facsimile transmission or other electronic transmission (e.g., in Portable Document Format) shall be deemed to be an original signature.

OWNER:

TENANT:

RONIT REALTY LLC Landlord/Owner

WILLIAMSBURG CLIMBING GYM COMPANY LLC

Tenant

BY: Joy WE ITZMAN BY: LANCE R PINN TITLE: Manager Mewsey TITLE: MANAGER